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Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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MICHAEL GRECCO &
MICHAEL GRECCO PHOTOGRAPHY, INC.

07 CV 8171

Plaintiffs,

- against -

THE EVERETT COLLECTION

Defendants.

**DECLARATION OF
MICHAEL GRECCO IN
OPPOSITION TO
DEFENDANT'S
MOTION FOR SUMMARY
JUDGMENT**

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I, MICHAEL GRECCO, declare as follows;

1. I am the sole creator and copyright holder in all of the images involved in this action. Any and all suggestions otherwise made by the defendant are completely false and without any basis in fact. All of my licenses, including those provided to the defendants and an example of which is annexed hereto as Exhibit B explicitly state that I maintain my copyright.

2. I have at all times maintained my copyright in every image involved in this action.

3. Every single image in this action was registered with the U.S. Copyright Office as detailed in the complaint. I lecture other photographers on the methods suggested and

accepted by the US Copyright Office. I have been in personal contact with the office via seminars and otherwise and am intimately familiar with the practices and procedures employed in Washington DC.

4. I have never given permission to the defendants to use any of my images for any purpose or in any medium whatsoever. The defendants by taking my images and making them available for viewing on the internet have violated my copyright in the images.

5. By using my name in connection with their website the defendants have falsely suggested that I am affiliated with their site or that I have granted the defendants permission to use my images on their site. This is also a fallacy. I have never given the defendant permission to use my name, trademarks or copyrighted images to promote their site nor would I .

6. Defendants claim that I have assigned all of my rights in the images away to the studios. This, despite the fact that my licensing agreements maintain that I am the sole possessor of all copyrights in the images.

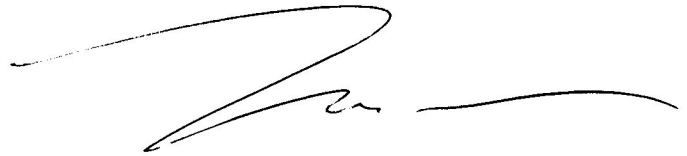
7. The licensing agreements do not use the word “exclusive” because no exclusive rights have been granted to any of the images herein. Contrary to defendant’s assertions, I have licensed several of the images herein to third parties with the active consent or indifference of the studios. Furthermore ALL rights in ALL images will revert back to me 35 years from the first license of the images to the studios.

8. Furthermore, and with the studio’s knowledge, I had authorized many of these images to be licensed through my former stock photo agency, Sygma. Copies of several licenses for the subject images negotiated by myself or my agents on my behalf are attached hereto as Exhibit “A.”

9. I have instructed my attorneys to inform the defendant that I am available to be deposed on several occasions. Defendant has never attempted to depose me. Had the defendant's deposed me I would have informed them that I have licensed these images, and that I have never ever assigned my copyright in any image.

10. Defendant's attorney chose to look at a box score of a baseball game rather than to view the game itself. Defendant has a false notion of the relationship between my and (the studios). That false notion remains because they refuses to depose me or examine the documents provided.

11. Obfuscating the truth is paramount. Getting to the truth irrelevant. This is not the first time that I have been engaged in litigation against Ms. Wolff and such tactics are familiar to me.

A large, stylized handwritten signature in black ink, consisting of a long horizontal stroke followed by a series of loops and a final horizontal stroke.

MICHAEL GRECCO

Small handwritten initials 'MG' in black ink, with a horizontal line underneath.